

REMARKS

The present Amendment and Response is believed to be fully responsive to the Final Office Action mailed November 9, 2009. The Amendment and Response is being submitted in conjunction with a Request for Continued Examination and the appropriate fee. After entry of the present Amendment, Claims 1, 2, 12-15, 24, 25, 35-38, 56, 60-66, and 69-77 remain pending in this application. By this Amendment, independent Claims 1, 24, and 56, and dependent Claims 2, 12-15, 60-66, and 69-76 have been amended. New dependent Claim 77 has been added and dependent Claim 59 has been canceled without prejudice. Claims 17-23, 40-46, 48, and 49 were previously withdrawn from consideration by prior response. Claims 3-11, 16, 26-34, 39, 47, 50-55, 57, 58, 67, and 68 were previously canceled without prejudice by prior response. It is respectfully submitted that no new matter has been added by the foregoing amendments. Additionally, in light of the above-listed amendments and the remarks below, it is respectfully asserted that the application is now in condition for allowance.

The Attorney for the Assignee would like to thank the Examiner for the telephonic Examiner's Interview that was conducted on February 3, 2010. During the Interview, an agreement was reached with respect to the 35 U.S.C. § 112 rejections; however, should the Examiner identify any new clarity objections with respect to the amended claims, the Examiner is invited to call the undersigned attorney to discuss these new objections. Additionally, an agreement was reached that none of the cited references teach or suggest a payment system that assigns both closed statuses and open statuses to its registered users such that users having a closed status are only allowed to pay preferred payees while users having an open status are permitted to pay the preferred payees and other payees. By this Amendment, the independent claims have been amended to recite methods and systems having functionality to address both an open status and a closed status. Accordingly, it is believed that the claimed inventions are in condition for allowance.

Claim Rejections Under 35 U.S.C. § 112

Claims 1, 24, 56, 61, 66, 71, and 74 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. More particularly, the Office Action contended that the recitation of “a processing agent” in Claim 1 is unclear because the processing agent could be a person, device, or a piece of software. Additionally, the Office Action contended that the recitations of a “defined plurality of payees” in Claims 1, 24, and 56 are vague because it is not clear how the payees are defined. Finally, the Office Action contended that the independent claims and certain dependent claims are unclear because they include alternative language.

With respect to Claim 1, the recitation of “a processing agent” has been amended to recite “a processing agent system comprising one or more server computers.” Accordingly, it is respectfully asserted that the processing agent in amended Claim 1 is clearly defined as a device or system rather than a person.

Additionally, the recitations of “defined plurality of payees” in Claims 1, 24, and 56 have been amended to recite “a plurality of payees.” As agreed in the telephonic Examiner’s Interview, it is respectfully submitted that these amendments clarify these recitations and remove any potential indefiniteness associated with determining how the plurality of payees is defined.

As agreed in the telephonic Examiner’s Interview, independent Claims 1, 24 and 56 have additionally been amended to remove certain alternative language from the claims. As a result of these amendments, it is respectfully asserted that these claims are clear and that they satisfy the requirements of 35 U.S.C. § 112.

Finally, dependent Claims 62 and 72 have been amended as suggested by the Office Action to remove any potential antecedent basis issues associated with the recitation of “the other.”

As a result of the amendments to the claims listed above, it is respectfully asserted that the claims are definite and that they satisfy the requirements of 35 U.S.C. § 112, second paragraph.

Claim Rejections Under 35 U.S.C. § 103(a)

Claims 1, 24, and 56 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,289,322 to Kitchen, et al. ("*Kitchen*") in view of Yahoo! Presents Yahoo! E-Bills; Yahoo! Expands Relationship with CheckFree to Provide Millions of Users Ability to Receive and View Bills Online ("*Yahoo!*"). Claims 2, 12-15, and 35-38 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Kitchen* in view of *Yahoo!* and in further view of U.S. Patent No. 7,194,437 to Britto et al. ("*Britto*"). Finally, Claims 59-66, and 69-76 were rejected under 35 U.S.C. § 103 as being unpatentable over *Kitchen* in view of *Yahoo!* and *Britto* and in further view of U.S. Patent No. 6,311,170 to Embrey ("*Embrey*").

Although the rejected claims are believed to be allowable over the cited art of record, independent Claims 1, 24, and 56 have been amended to clarify the claimed inventions of the independent claims. More specifically, independent Claim 1 has been amended to recite "maintaining ... a data repository of registered users ... comprising information for a first network user having a first registration status that is set to an open status indicating that the processing agent will process payment requests on behalf of the first network user to both preferred payees included in a plurality of preferred payees... and to at least one other payee not included in the plurality of preferred payees" (Underlining supplied). Independent Claim 1 has further been amended to recite "receiving ... information identifying a second network user, determining ... a credit risk associated with making payment on behalf of the second network user; and setting ... based at least in part on the determined credit risk, a second registration status of the second network user to a closed status indicating that the processing agent will only process payment requests on behalf of the second network user to the preferred payees included in the plurality of preferred payees" (Underlining supplied). Independent Claim 56 has been amended in a similar manner. Support for these amendments may be found throughout the Specification, for example, at paragraphs [0022], [0079] and [0113] – [0116] of the Specification as published and in FIGS. 6, 7, 13, 14 and 15.

Embodiments of the claimed inventions relate to systems and methods in which registered users of a payment system may be assigned either an open or a closed status. Users having a closed status are only permitted to pay preferred payees of the payment system, while

users having an open status are permitted to pay both the preferred payees and any number of other payees. As a result, the payment system may manage its risk in making payments on behalf of its registered users. By the present Amendment, independent Claims 1 and 56 have been amended to recite a first network user having an open status and a second network user having a closed status. Accordingly, functionality is expressly provided within the claims for addressing both an open status and a closed status. With respect to independent system Claim 24, although a single user is recited by the claim, the processor is programmed to facilitate both an open status and a closed status.

It is respectfully asserted that neither *Kitchen*, *Yahoo!*, *Embrey*, nor *Britto*, either taken alone or in any combination thereof, teaches or suggests each and every element of the amended independent claims. More specifically, none of the references teaches or suggests a payment system or method that can facilitate the provision of services to both users having an open status and users having a closed status. Additionally, none of the references teaches or suggests a payment system or method that sets a registration status (e.g., an open or closed status) based upon a determined credit risk or a system or method that can facilitate the transmission of both open payment screens and closed payment screens. *Kitchen*, which is co-owned by the assignee of the present application, generally relates to a payment system in which all users have an open status. As recognized on page 4 of the Office Action, *Kitchen* fails to teach or suggest at least the setting of a registration status for a network user or the transmission of both a closed payment screen and an open payment screen. In fact, *Kitchen* fails to differentiate between users having an open status and users having a closed status, much less the determination of a registration status based upon a credit risk for a user. Accordingly, it is respectfully asserted that the amended independent claims are allowable over *Kitchen*.

Yahoo! also fails to teach or suggest a payment system that can provide services to both users having an open status and users having a closed status. Much like *Kitchen*, *Yahoo!* appears to relate to a system in which all users have an open status (See *Yahoo!* at page 2, paragraph 5). *Yahoo!* also fails to teach or suggest the setting or determination of a registration status based upon a credit risk for a user. Additionally, *Yahoo!* fails to teach or suggest a system or method that is capable of transmitting both a closed payment screen and an open payment screen.

Accordingly, it is respectfully asserted that the amended independent claims are allowable over the combination of *Kitchen* and *Yahoo!*.

Moreover, it is respectfully asserted that neither *Embrey* nor *Britto*, either taken alone or in combination with *Kitchen* and/or *Yahoo!*, satisfies the deficiencies of *Kitchen* and *Yahoo!*. Neither *Embrey* nor *Britto* teach or suggest a payment method or system that is capable of providing a payment service to both users having an open status and users having a closed status. Additionally, neither reference teaches or suggests the setting of a registration status based upon a determined credit risk or the ability to transmit both open payment screens and closed payment screens based upon a registration status of a user.

For at least the reasons stated above, it is respectfully submitted that amended independent Claims 1, 24, and 56 are allowable over *Kitchen*, *Yahoo!*, *Embrey*, and *Britto*, either taken alone or in any combination thereof. Therefore, it is respectfully asserted that the amended independent claims are in condition for allowance. Additionally it is respectfully asserted that dependent Claims 2, 12-15, 25, 35-38, 60-66, and 69-77 are allowable as a matter of law as being dependent on an allowable base claim, notwithstanding their independent recitations of patentable subject matter.

Serial No. 09/820,803
Filing Date: March 30, 2001
Amendment and Response to Final Office Action

8877163.1

Conclusion

It is believed that each matter raised by the Final Office Action has been responded to. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or additional fees are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

If there are any issues which can be resolved by teleconference or an Examiner's Amendment, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



Rhett S. White
Reg. No. 59,158

Date: **February 9, 2010**

SUTHERLAND, ASBILL & BRENNAN, LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309-3996
Telephone: (404) 853-8037
Facsimile: (404) 853-8806

Attorney Docket No. 23952-0147